

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TYLER JORDAN OATWAY,

Plaintiff,

v.

EXPERIAN INFORMATION
SOLUTIONS, INC. et al.,

Defendants.

CASE NO. 2:24-cv-00523-LK

AMENDED STIPULATED
PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

1 2. “CONFIDENTIAL” DESIGNATION

2 “Confidential” material shall include the following documents and tangible things
3 produced or otherwise exchanged: [The parties must include a list of specific documents such as
4 “company’s customer list” or “plaintiff’s medical records;” do not list broad categories of
5 documents such as “sensitive business material”].

- 6 • Defendant’s policies and procedures for verifying consumer information;
- 7 • Defendant’s policies and procedures for collecting and reporting criminal records;
- 8 • Defendant’s policies and procedures for ensuring maximum possible accuracy of
9 consumer information as required by 15 U.S.C. §1681e(b);
- 10 • The actions taken by Defendants in response to Plaintiff’s disputes;
- 11 • Defendants’ maintenance, preparation, and publication of Plaintiff’s consumer
12 reports and consumer information;
- 13 • Defendants’ matching procedures and matching logic;
- 14 • Any vendors or third parties used by Defendants in creating Plaintiff’s employment
15 screening reports;
- 16 • Defendants’ reseller agreements;
- 17 • Defendants’ insurance policies;
- 18 • The approval/rejection decision criteria used by Plaintiff’s potential employers;
- 19 • Plaintiff’s social security numbers and other private personal identifying
20 information;
- 21 • Third-party discovery as necessary (including of the third parties that received
22 Plaintiff’s consumer credit information and Plaintiff’s witnesses for establishing
23 damages)

24 3. SCOPE

 The protections conferred by this agreement cover not only confidential material (as
defined above), but also (1) any information copied or extracted from confidential material; (2) all

1 copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
2 conversations, or presentations by parties or their counsel that might reveal confidential material.

3 However, the protections conferred by this agreement do not cover information that is in
4 the public domain or becomes part of the public domain through trial or otherwise.

5 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

6 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
7 or produced by another party or by a non-party in connection with this case only for prosecuting,
8 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the
9 categories of persons and under the conditions described in this agreement. Confidential material
10 must be stored and maintained by a receiving party at a location and in a secure manner that ensures
11 that access is limited to the persons authorized under this agreement.

12 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
13 by the court or permitted in writing by the designating party, a receiving party may disclose any
14 confidential material only to:

- 15 (a) the parties;
- 16 (b) the receiving party’s counsel of record in this action, as well as employees
17 of counsel to whom it is reasonably necessary to disclose the information for this litigation;
- 18 (c) the officers, directors, and employees (including in house counsel) of the
19 receiving party to whom disclosure is reasonably necessary for this litigation, unless a particular
20 document or material produced is for Attorney’s Eyes Only and is so designated;
- 21 (d) experts and consultants to whom disclosure is reasonably necessary for this
22 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 23 (e) the court, court personnel, and court reporters and their staff;
- 24 (f) copy or imaging services retained by counsel to assist in the duplication of
confidential material, provided that counsel for the party retaining the copy or imaging service
instructs the service not to disclose any confidential material to third parties and to immediately
return all originals and copies of any confidential material;

1 (g) during their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
3 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of
4 transcribed deposition testimony or exhibits to depositions that reveal confidential material must
5 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
6 under this agreement;

7 (h) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information.

9 4.3 Disclosure of “CONFIDENTIAL — ATTORNEYS’ EYES ONLY” Material. If a
10 Producing Party believes in good faith that, despite the provisions of this Protective Order there is
11 a substantial risk of identifiable harm to the Producing Party if particular documents it designates
12 as “Confidential” are disclosed to all other parties or non-parties to this action, the Producing Party
13 may designate those particular documents as “Confidential—Attorneys’ Eyes Only.” Except with
14 the prior written consent of the individual or entity designating a document or portions of a
15 document as “Confidential—Attorneys’ Eyes Only,” or pursuant to prior Order after notice, any
16 document, transcript or pleading given “Confidential—Attorneys’ Eyes Only” treatment under this
17 Order, and any information contained in or derived from any such materials (including but not
18 limited to, all deposition testimony that refers to, reflects or otherwise discusses any information
19 designated “Confidential—Attorneys’ Eyes Only” hereunder) may not be disclosed other than in
20 accordance with this Order and may not be disclosed to any person other than:

21 (a) a party’s retained outside counsel of record in this action, as well as
22 employees of said outside counsel to whom it is reasonably necessary to disclose the information
23 for this litigation and who have signed the “Declaration of Compliance” that is attached hereto as
24 Exhibit A;

(b) experts specifically retained as consultants or expert witnesses in
connection with this litigation who have signed the “Declaration of Compliance” (Exhibit A);

(c) the Court and its personnel;

1 (d) court reporters, their staffs, and professional vendors to whom disclosure is
2 reasonably necessary for this litigation and who have signed the “Declaration of Compliance”
3 (Exhibit A); and

4 (e) the author of the document or the original source of the information.

5 (f) the Plaintiff, who may view materials designated Attorneys Eyes Only as
6 reasonably necessary for this litigation but must obtain prior consent from the designating party to
7 receive copies or otherwise retain such material.

8 4.4 Filing Confidential Material. Before filing confidential material or discussing or
9 referencing such material in court filings, the filing party shall confer with the designating party,
10 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
11 remove the confidential designation, whether the document can be redacted, or whether a motion
12 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
13 designating party must identify the basis for sealing the specific confidential information at issue,
14 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
15 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
16 the standards that will be applied when a party seeks permission from the court to file material
17 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
18 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.
19 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with
20 the strong presumption of public access to the Court’s files.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
23 or non-party that designates information or items for protection under this agreement must take
24 care to limit any such designation to specific material that qualifies under the appropriate
standards. The designating party must designate for protection only those parts of material,
documents, items, or oral or written communications that qualify, so that other portions of the

1 material, documents, items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this agreement.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
4 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
5 unnecessarily encumber or delay the case development process or to impose unnecessary expenses
6 and burdens on other parties) expose the designating party to sanctions.

7 If it comes to a designating party's attention that information or items that it designated for
8 protection do not qualify for protection, the designating party must promptly notify all other parties
9 that it is withdrawing the mistaken designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this
11 agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or
12 ordered, disclosure or discovery material that qualifies for protection under this agreement must
13 be clearly so designated before or when the material is disclosed or produced.

14 (a) Information in documentary form: (*e.g.*, paper or electronic documents and
15 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),
16 the designating party must affix the word "CONFIDENTIAL" to each page that contains
17 confidential material. If only a portion or portions of the material on a page qualifies for protection,
18 the producing party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
19 markings in the margins).

20 (b) Testimony given in deposition or in other pretrial proceedings: the parties
21 and any participating non-parties must identify on the record, during the deposition or other pretrial
22 proceeding, all protected testimony, without prejudice to their right to so designate other testimony
23 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the
24 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or
exhibits thereto, as confidential. If a party or non-party desires to protect confidential information
at trial, the issue should be addressed during the pre-trial conference.

1 (c) Other tangible items: the producing party must affix in a prominent place
2 on the exterior of the container or containers in which the information or item is stored the word
3 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
4 the producing party, to the extent practicable, shall identify the protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
6 designate qualified information or items does not, standing alone, waive the designating party’s
7 right to secure protection under this agreement for such material. Upon timely correction of a
8 designation, the receiving party must make reasonable efforts to ensure that the material is treated
9 in accordance with the provisions of this agreement.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
12 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
13 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
14 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
15 challenge a confidentiality designation by electing not to mount a challenge promptly after the
16 original designation is disclosed.

17 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
18 regarding confidential designations without court involvement. Any motion regarding
19 confidential designations or for a protective order must include a certification, in the motion or in
20 a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference
21 with other affected parties in an effort to resolve the dispute without court action. The certification
22 must list the date, manner, and participants to the conference. A good faith effort to confer requires
23 a face-to-face meeting or a telephone conference.

24 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
intervention, either party may file and serve a motion to retain or remove the confidentiality
designation in compliance with Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g),
if applicable). The burden of persuasion in any such motion shall be on the designating party.

1 Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose
2 unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions.
3 All parties shall continue to maintain the material in question as confidential until the court rules
4 on the challenge.

5 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
6 LITIGATION

7 If a party is served with a subpoena or a court order issued in other litigation that compels
8 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party
9 must:

10 (a) promptly notify the designating party in writing and include a copy of the
11 subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order to
13 issue in the other litigation that some or all of the material covered by the subpoena or order is
14 subject to this agreement. Such notification shall include a copy of this agreement; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by
16 the designating party whose confidential material may be affected.

17 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
19 material to any person or in any circumstance not authorized under this agreement, the receiving
20 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,
21 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the
22 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,
23 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be
24 Bound” that is attached hereto as Exhibit A.

CONSUMER ATTORNEYS PLC

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ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Information produced in discovery that is protected as privileged or work product shall be immediately returned to the producing party.

Dated this 16th day of December, 2024.



Lauren King
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Western District of Washington (Seattle), Judge
Lauren King on December 16, 2024 in the case of *Oatway v. Experian Information Solutions Inc*
et al., Case No.: 2:24-cv-00523-LK. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____